

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
SHREVEPORT DIVISION

DANIEL DEWAYNE AIKENS #21495-035 CIVIL ACTION NO. 24-cv-580

VERSUS JUDGE S. MAURICE HICKS, JR.

COLONIAL LIFE & ACCIDENT INSURANCE MAGISTRATE JUDGE HORNSBY  
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**MEMORANDUM ORDER**

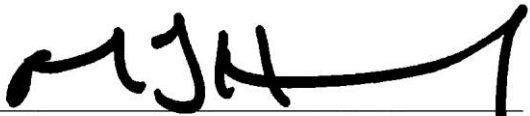
Daniel Dewayne Aikens (“Plaintiff”), who is self-represented, filed this action to seek proceeds of a life insurance policy issued by Colonial Life that provided coverage in the event of the death of Keelien Lewis. The benefits were payable to Just What You Expect, a landscaping company. Colonial Life asked to institute an interpleader proceeding that would have all claims resolved among Plaintiff and three other persons who were identified to Colonial Life as owners of Just What You Expect.

Plaintiff has filed a Motion to Strike Interpleader Order (Doc. 43) and Motion to Strike Interpleader Order and Counterclaim and Third Party Complaint (Doc. 44). He complains that the other claimants have no standing. Plaintiff argues in a reply memorandum (Doc. 56) that he has business registration paperwork that lists him as the sole owner. Plaintiff’s arguments go to the merits, which cannot be resolved through the simple motions to strike that he has filed. The court will not rule on the merits until the parties have all made an appearance, been afforded a fair opportunity for discovery, and the merits are put at issue by trial or a motion for summary judgment. Accordingly, Plaintiff’s **Motion to Strike Interpleader Order (Doc. 43)** and **Motion to Strike**

**Interpleader Order and Counterclaim and Third Party Complaint (Doc. 44)** are **denied**.

Plaintiff has also filed a **Motion for Leave to Amend Complaint (Doc. 55)** in which he seeks to add claims under ERISA for failure to provide a summary plan description, refusal to provide a copy of the defined benefit plan funding notice, and failure to provide written notice to each covered employee of his rights under ERISA at the commencement of coverage. Plaintiff also seeks to amend his complaint to specify the amount of damages that he seeks for various claims. His motion is **granted**, but no further amendments to the pleadings will be allowed absent a showing of good cause.

THUS DONE AND SIGNED in Shreveport, Louisiana, this 14th day of February, 2025.



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Mark L. Hornsby  
U.S. Magistrate Judge